

**IN THE UNITED STATES DISTRICT COURT  
FOR THE SOUTHERN DISTRICT OF MISSISSIPPI  
SOUTHERN DIVISION**

<b>CASTONE CORPORATION</b>	§	<b>PLAINTIFF</b>
	§	
<b>v.</b>	§	<b>Civil No. 1:10CV287-HSO-JMR</b>
	§	
<b>ADVANCED CAST STONE, INC., <i>et al.</i></b>	§	<b>DEFENDANTS</b>
	§	
	§	
	§	
<b>ADVANCED CAST STONE, INC.</b>	§	<b>CROSS-CLAIMANT/ CROSS-DEFENDANT</b>
	§	
<b>v.</b>	§	
	§	
<b>ADDISON CONSTRUCTION, <i>et al.</i></b>	§	<b>CROSS-DEFENDANTS/ CROSS-CLAIMANTS</b>
	§	

**FINAL JUDGMENT**

The cross-claim of Advanced Cast Stone, Inc., against Addison Construction, COM ADD JV, and Commercial Contracting Corporation, and the cross-claim of COM ADD JV against Advanced Cast Stone, Inc., having come on for trial before the Court and a jury beginning on the 12<sup>th</sup> day of March, 2012, and concluding on the 16<sup>th</sup> day of March, 2012, Honorable Halil Suleyman Ozerden, United States District Judge, presiding, and the issues having been duly tried, and the jury having heard all of the evidence and argument of counsel and receiving instructions of the Court, including a Special Verdict Form, having retired to consider their verdict, returned upon their oaths, into open Court, the following unanimous verdict, to wit:

**Question Number One:**

Do you find by a preponderance of the evidence that Defendants Addison Construction, COM ADD JV, and Commercial Contracting Corporation breached the contract with Plaintiff Advanced Cast Stone, Inc.?

Please answer yes or no: Yes

**Question Number Two:**

What amount of money, if any, do you find by a preponderance of the evidence would adequately compensate Plaintiff Advanced Cast Stone, Inc., for its damages, if any?

Answer in dollars and cents, if any, or answer "none."

\$68,486.00

**Question Number Three:**

Do you find by a preponderance of the evidence that Plaintiff Advanced Cast Stone, Inc., breached its contract with Defendant COM ADD JV?

Please answer yes or no: No

**Question Number Four:**

Do you find by a preponderance of the evidence that Plaintiff Advanced Cast Stone, Inc., breached the implied duty of good faith and fair dealing owed to Defendant COM ADD JV, with respect to the contract at issue here?

Please answer yes or no: No

**IT IS, THEREFORE, ORDERED AND ADJUDGED,** that Advanced Cast Stone, Inc., shall recover a Judgment from Addison Construction, COM ADD JV,

and Commercial Contracting Corporation in the total amount of \$68,486.00 in damages.

**IT IS, FURTHER, ORDERED AND ADJUDGED**, that all claims by COM ADD JV against Advanced Cast Stone, Inc., are hereby **DISMISSED WITH PREJUDICE**.

**IT IS, FURTHER, ORDERED AND ADJUDGED**, that in accordance with the prior rulings, Orders, and Stipulations, entered in this cause, all other claims by all other parties are hereby **DISMISSED**.

**SO ORDERED AND ADJUDGED**, this the 16<sup>th</sup> day of March, 2012.

*s/ Halil Suleyman Ozerden*

HALIL SULEYMAN OZERDEN  
UNITED STATES DISTRICT JUDGE